Standard Limited Warranty

for BioFire Diagnostics, Inc. ("BFDX") Products

BEFORE RETURNING YOUR PRODUCT, PLEASE READ ALL INSTRUCTIONS CONTAINED HEREIN. ALL RETURNS MUST COMPLY WITH THE RETURN INSTRUCTIONS SET FORTH HEREIN AND WITH ALL APPLICABLE EXPORT/IMPORT LAWS. BY PURCHASING (OR LEASING) A PRODUCT (AS SUCH TERM IS DEFINED BELOW), CUSTOMER AGREES TO ALL TERMS, CONDITIONS AND OBLIGATIONS CONTAINED IN THIS STANDARD LIMITED WARRANTY.

1. DEFINITIONS.

"**Assays**" means the thermal cycling oligonucleotide assays or primers, probes or reagents manufactured by BFDX. "**Instrument(s)**" means only scientific instruments or devices which are (i) manufactured by BFDX, (ii) BFDX-branded (BFDX has affixed its name or trademark(s) thereon), and (iii) covered by a user manual created by BFDX, but specifically excludes Instruments, Software, and Third Party Items. "**Product**" means an Assay, Instrument, and/or Software. "**Software**" means computer applications software which is (i) licensed by BFDX to Customer, (ii) BFDX-branded, and (iii) covered by a user manual created by BFDX. "Software" specifically excludes computer software developed, owned or licensed by any party other than BFDX or which otherwise constitutes a Third Party Item. "**Third Party Items**" means (i) instruments, devices, consumables, or accessories manufactured by any party other than BFDX, such as but not limited to assays, centrifuges, computers, monitors, printers or other peripheral accessories or devices, even where such products are delivered with the system of which the Instrument is the primary component, and (ii) computer software developed, owned or licensed by any party other than BFDX, such as but not limited to computer operating system or applications software (other than Software) installed or loaded on any such computers sold or distributed in connection with the Instrument.

2. WHAT IS COVERED BY THIS LIMITED WARRANTY?

Subject to the terms and conditions herein, BFDX warrants that:

(i) Instruments shall be materially free from defects in material and workmanship, and shall perform substantially in accordance with the "Specifications" section of the user manual published by BFDX for the applicable Instrument;

(iii) Software will operate, when used with the Instrument and properly installed and executed on the computer sold by BFDX with the Instrument, substantially in accordance with the "Specifications" section of the user manual published by BFDX for that version of the Software;

(iii) With respect to BFDX's commercial off-the-shelf Assays, the Assays shall be merchantable and shall conform with the specifications set forth in the applicable product insert.

(iv) For Assays specially designed for Customer based on Customer's specifications, BFDX will make commercially reasonable efforts, consistent with the standard of care then prevailing in its industry in the state in which it maintains its principal manufacturing facilities, to produce scientifically and technically sound Assays, subject in all instances to the accuracy, completeness and overall quality of specified sequence or other information or materials provided by customer, if any; and

(v) Assays, if properly stored and maintained in compliance with BFDX's recommendations, shall be usable for at least that period of time stated on the Assay label.

3. WHAT BENEFITS DOES THIS LIMITED WARRANTY PROVIDE?

Subject to the terms and conditions herein, this Limited Warranty provides the following benefits to Customer:

(i) Instrument Repairs: BFDX will furnish labor, parts and/or replacement equipment necessary to repair operational or mechanical breakdowns of the Instrument(s), provided, however, that such service is necessitated by Instrument failure during normal usage and the Instrument remains as originally configured and charged for in this Limited Warranty;

(ii) Software Upgrades: BFDX will provide new versions, releases or upgrades of the Software, but only if and to the extent made generally available by BFDX to its customers using comparable BFDX-manufactured Instruments during the coverage period of this Limited Warranty, provided, however, that BFDX may require that Customer install and use any such Software upgrades as a condition precedent to its continued services under this Limited Warranty;

(iii) Optional Instrument Recalibration and Quality Inspection: No more than one (1) time during the period of this Limited Warranty, Customer may return the Instrument as per the instructions set forth below for recalibration, recommended maintenance and performance inspection and adjustment to original equipment specifications;

(iv) Telephone Support: As of the date of this Limited Warranty, telephone technical support in accordance with BFDX's normal practices is available only during BFDX's normal business hours (which may exclude some holidays and response times will vary) by calling BFDX's Customer Support Department. At BFDX's election, BFDX may offer after-hours technical support to Customer under this Limited Warranty. Although BFDX is without obligation to do so under this Limited Warranty, BFDX currently anticipates offering such after-hours technical support when a sufficient number of customers have entered into Limited and/or Extended Warranties for comparable Instruments. If BFDX elects, in its sole discretion, to offer after-hours technical support to its customers under its Limited/Extended Warranties, BFDX will extend such after-hours technical support to Customer if this Limited Warranty is then still in effect, free of charge to Customer but subject to the terms, conditions and limitations of this Limited Warranty.

4. WHO IS COVERED BY THIS LIMITED WARRANTY?

The original end-user customer ("You" or "Customer") is the person with rights under this Limited Warranty. The Customer's rights and obligations under this Limited Warranty will bind and inure to the benefit of Customer's respective successors, heirs, executors and administrators and permitted assigns.

5. HOW LONG IS THE LIMITED WARRANTY PERIOD?

For Instruments and Software: This Limited Warranty covers problems reported to BFDX in writing until the end of the one-year period from the date of shipment to the Customer, provided that any defective Instrument is received by BFDX no later than thirty (30) days after the date BFDX issues a return material authorization number (as required below). Instrument repairs and replacements are covered by this Limited Warranty for (i) ninety (90) days after the date of repair or replacement or (ii) the remainder of the original warranty period, whichever is longer. For Assays: Assays, if properly stored and maintained in

compliance with BFDX's recommendations, shall be covered under this Limited Warranty for the period of time stated on the Assay label.

6. HOW DO I REPORT A DEFECTIVE ASSAY?

If an Assay does not conform with the specifications as warranted in Section 2, please contact BFDX's Customer Support Department in Salt Lake City, Utah, United States, at: (800) 735-6544, (801) 736-6354 or via email at: support@biofiredx.com. BFDX shall replace unexpired defective Assays or credit the Customer's account for the price paid for the defective Assay.

7. HOW DO I OBTAIN LIMITED WARRANTY SERVICE FOR AN INSTRUMENT?

In order to obtain warranty service for an Instrument, please contact BFDX's Customer Support Department in Salt Lake City, Utah, United States, at: (800) 735-6544, (801) 736-6354 or via email at: support@biofiredx.com for a return material authorization (RMA), which will be issued only after Customer provides problem diagnostic information to BFDX and follows BFDX's problem resolution instructions. Upon receipt of a return material authorization, Customer must ship the BFDX Instrument (or defective component thereof) to BFDX; BFDX will pay all costs associated with shipping and return shipping of the Instrument during the first twelve months that Customer owns the Instrument. HOWEVER, CUSTOMER MUST FOLLOW ALL RETURN INSTRUCTIONS. Customers outside the U.S. may be required to seek further information from their authorized distributor.

8. HOW WILL BFDX PROVIDE REPAIR SERVICES?

If Your problem cannot be resolved over the telephone, electronically or by remote access, BFDX will determine (in its sole discretion) the most practicable resolution, which may include one or more of the following: (i) shipment of new or reconditioned replacement parts to Customer (together with appropriate instructions for Customer to install the parts) on an exchange basis, (ii) shipment of a new or reconditioned replacement Instrument that is at least functionally equivalent to the original Instrument on an exchange basis, (iii) shipment of a new, in-service or reconditioned Instrument that is at least functionally equivalent to the original Instrument on a temporary "loan" basis, (iv) assistance from BFDX's authorized distributors or service technicians, or (v) issuance of a return material authorization (RMA) for Customer to return the Instrument (or defective component thereof) for repair or replacement by BFDX. BFDX reserves the right to inspect the Instrument (or defective component thereof) and may use reconditioned or replacement items or parts that are at least functionally equivalent to original manufacturer specifications. Upon receipt by Customer of the replacement part or replacement Instrument, the original part or Instrument becomes BFDX property and shall be returned by Customer to BFDX. Customer shall pay to BFDX the retail value of the replacement part or Instrument if BFDX does not receive the original part within twenty (20) days after Customer's receipt of the replacement part or replacement Instrument.

9. WHAT SERVICE RESPONSE TIMES APPLY FOR COVERED SERVICES?

BFDX will repair or replace the Instrument and deliver the Instrument to a common carrier for return shipment to Customer, as promptly as possible, and in most cases within ten (10) working days after receipt of the malfunctioning Instrument by BFDX and all required RMA documentation. However, except for incremental shipping costs as provided above, BFDX shall not be liable for any delay in providing services under this Limited Warranty.

10. WHAT ACTIONS ARE NECESSARY PRIOR TO RETURNING ANY INSTRUMENT (OR PART THEREOF) FOR WARRANTY SERVICE?

Customer must follow the instructions specified by BFDX including, without limitation, decontamination, data backup procedures, other procedures specified by BFDX in connection with the RMA, and shipping instructions (including use of a designated shipper). **Failure to follow all instructions may result in delay of return shipment of Instrument.** Before returning any Instrument (or part thereof) for service, Customer must decontaminate the product of all biological, chemical or organic materials, agents or toxins. Customer is solely responsible for shipment of the product to BFDX free of any biological, chemical or organic materials, agents or toxins and otherwise in accordance with all applicable laws, rules and regulations, and BFDX reserves the right to refuse delivery or return the product without service if Customer does not strictly comply with this requirement. Further, Customer is solely responsible for backing up any data (on a storage device external to the instrument or product which will enable Customer to reconstruct or recover lost or altered data if necessary) and removing any confidential, proprietary or personal information. BFDX disclaims responsibility for any lost, damaged or destroyed software program, data or other information stored or residing on any data storage or other media or any part of any product, including any Instrument covered by this Limited Warranty, and BFDX disclaims responsibility for, by way of illustration but not limitation, deletion or alteration of the contents of any hard drive or data storage media which may occur during service of an Instrument or related product. BFDX is not responsible for (i) damage to or loss of any programs, data, or removable storage media, or (ii) the restoration or reinstallation of any programs or data other than software installed by BFDX when the Instrument was originally manufactured.

11. HOW DO I RETURN AN ITAR-CONTROLLED INSTRUMENT FROM OUTSIDE THE U.S. (OCONUS)?

If an ITAR-controlled Instrument is to be returned to BFDX from outside the U.S., You must follow all steps set forth in Section 10. Failure to follow all instructions can result in a U.S. export violation, potentially necessitating acquiring a further export license. Further, shipping non-compliance may result in a several-week delay of the Instrument's return shipment to Customer.

12. WHAT ARE BFDX'S OBLIGATIONS UNDER THIS LIMITED WARRANTY?

In the event of any breach of this Limited Warranty: (i) as to Instruments, BFDX's sole obligation (and Your sole remedy) under this Limited Warranty shall be for BFDX to repair or replace the Instrument with new or refurbished parts, free of charge, at BFDX's principal place of business and (ii) as to Software or Assays, BFDX's sole obligation (and Your sole remedy) under this Limited Warranty shall be to repair, replace or correct such Software or Assays (including, at BFDX's election, replacement with a new version of the Software). This Limited Warranty specifically includes labor and materials. BFDX will pay all costs associated with shipping and return shipping of the Instrument during the first twelve months that Customer owns the Instrument; upon conclusion of the warranty period, Customer is responsible for all costs of shipping, in-transit insurance and related costs of delivery of the Instrument (or defective component thereof) to BFDX.

13. WHAT IS NOT COVERED THIS LIMITED WARRANTY? This Limited Warranty expressly excludes: (i) repairs which are not necessitated by operational or mechanical breakdown during normal use; (ii) normal wear and tear not resulting in operational or mechanical breakdown; (iii) decontamination required as a result of use and operation; (iv) theft, loss, mysterious disappearance or misplacement; (v) cosmetic damage or other damage that does not affect functionality; (vi) damage caused during shipment between Customer and BFDX; (vii) problems arising from or related to misuse, neglect, accident, viruses or reckless, abusive, willful or intentional conduct; (viii) problems arising from or related to external electrical power sources; (ix) improper maintenance or repair, repair, or disassembly (including partial disassembly) by anyone other than BFDX or its authorized representatives or using parts, accessories or supplies not provided by BFDX; (x) problems arising from or related to usage which is not in accordance with instructions in the user manual published by BFDX for the BFDX Instrument or Software; (xi) problems arising from or related to failure to perform preventive maintenance as and when recommended by BFDX in the user manual published by BFDX for the BFDX Instrument; (xii) problems arising from or related to installation or execution of Software on any computer other than

the computer sold by BFDX with the BFDX Instrument or on any computer which contains or runs operating system or applications software other than software loaded or installed at the time of delivery of such computer by BFDX; (xiii) problems arising from any modification of the BFDX Instruments or Software without the prior written consent of BFDX; (xiv) the cost of new or additional equipment, devices, parts or accessories (other than the BFDX Instrument or its component parts, to the extent covered under this Limited Warranty) or third party software (other than the BFDX Software) required as a condition of implementing any Software upgrade, new version, workaround, etc.

14. WHAT FURTHER LIMITATIONS APPLY AND WHAT LIABILITIES OR DAMAGES ARE EXPRESSLY EXCLUDED?

Except as expressly set forth above, BFDX makes no further or additional representations or warranties of any kind or nature with respect to the Products. Any description of the Products contained on BFDX's website or promotional materials is for the sole purpose of identifying them. No affirmation of fact or promise made by BFDX, on its website or otherwise, shall constitute a warranty that the Products will conform to the affirmation or promise. **BFDX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, INTEROPERABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BFDX DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.** The entire risk arising out of the use or performance of the Products remains with Customer. BFDX shall not be liable for loss of or damage to systems, programs, or data; cost of procurement of substitute goods, services, or technology; or any special, indirect, incidental, consequential, or exemplary damages including, but not limited to, damages for loss of business profits or business interruption, based upon principles of contract, warranty, negligence, strict liability or other tort, breach of any statutory duty, principles of indemnity or contribution, or any other theory of liability, even if BFDX has been advised of the possibility of such damages. Notwithstanding anything to the contrary in this Limited Warranty, in no event shall the liability of BFDX (whether arising from a claim based on contract, warranty, tort or otherwise), if any, to Customer under this Limited Warranty exceed the actual amount received by BFDX in connection with its sale or distribution of the applicable Product(s).

15. WHAT WARRANTY APPLIES TO THIRD PARTY ITEMS?

BFDX extends no warranty and has no liability or obligation with respect to Third Party Items, except that BFDX shall, and hereby does, assign (to the extent legally permitted to do so) any applicable third party manufacturer warranties to Customer.

16. MISCELLANEOUS.

(i) Each of the provisions and agreements herein contained shall be binding upon and ensure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. BFDX may assign its rights and delegate its duties under this Limited Warranty by written notice to Customer.

(ii) This Limited Warranty and the related certificate of coverage constitute the entire understanding of the parties hereto with respect to the subject matter hereof. No amendment, modification, rescission or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly approved and executed by BFDX's Sales Department.

(iii) Every provision of this Limited Warranty is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Limited Warranty.

(iv) BFDX and Customer agree that the validity, construction and performance of this Limited Warranty shall be governed by the laws of the State of Delaware, USA (excluding any of its conflict of laws principles or jurisprudence which might refer to the substantive laws of any other jurisdiction). Venue for any dispute or proceeding arising from or related to this Limited Warranty shall be exclusively vested in any state or federal court located in Salt Lake County, State of Utah, USA, and each party irrevocably and unconditionally consents to the jurisdiction of such courts and irrevocably and unconditionally waives (i) any right to trial by jury and (ii) any claims, defenses or objections, whether substantive or procedural, based upon lack of personal jurisdiction, inconvenient venue or the like.

(v) Except to the extent expressly prohibited by applicable law, BFDX and Customer shall be prohibited, and hereby irrevocably and unconditionally waives any right to bring any claim, demand or cause of action arising from or related to this Limited Warranty more than one (1) year after the expiration of the coverage period of this Limited Warranty.

17. U.S. GOVERNMENT-SPECIFIC PROVISIONS.

BFDX warrants and implies to the U.S. Government that the Products delivered hereunder are merchantable and fit for use for the particular purpose described in the applicable contract. In the event that the terms of BFDX's Limited Warranty conflict with the warranty terms contained in this clause, the terms of this clause will govern the contract, unless some other resolution is specified in the award document. Except as otherwise provided by an express warranty, BFDX will not be liable to the United States Government, or any of its agencies, employees, or agents, in a breach of warranty action for consequential damages resulting from any defect or deficiencies in accepted items. In the event that the terms of BFDX's Limited Warranty limitation of liability clause(s) place greater limits on BFDX's liability than do the terms contained in this clause, the terms of this clause will govern the contract.

For more information regarding BFDX's Limited or Extended Warranties, or to receive a quote for coverage on Your Instrument, please contact us at 1-800-735-6544. Be sure to have the serial number of Your Instrument when requesting a quote.